

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

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ROOSEVELT MCCOY,

Plaintiff,

-against-

CITY OF NEW YORK; DETECTIVE KEVIN
DESORMEAU, Shield No. 3787; Police Officer
SHASHA NEVE, Shield No. 514; and JOHN and
JANE DOE 1 through 10, individually and in their
official capacities (the names John and Jane Doe
being fictitious, as the true names are presently
unknown),

Defendants.

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Defendant City of New York having offered Plaintiff Roosevelt McCoy to take a
judgment against the City of New York in this action for the total sum of Five Hundred
Thousand and One (\$500,001.00) Dollars, plus reasonable attorneys' fees, expenses, and costs to
the date of this offer for Plaintiff's federal claims and Plaintiff Roosevelt McCoy having accepted
said offer; it is

ORDERED and ADJUDGED that judgment is hereby entered pursuant to Rule 68
of the Federal Rules of Civil Procedure in favor of Plaintiff Roosevelt McCoy and against the
City of New York in the total sum of Five Hundred Thousand and One (\$500,001.00) Dollars,
plus reasonable attorneys' fees, expenses, and costs.

In accordance with the offer of judgment, this judgment shall be in full
satisfaction of all federal and state law claims or rights that Plaintiff may have to damages, or any

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other form of relief, arising out of the alleged acts or omissions of Defendant City of New York or any official, employee, or agent, either past or present, of the City of New York, or any agency thereof, other than Kevin Desormeau and Sasha Neve, in connection with the facts and circumstances that are the subject of this action; this judgment is made for the purposes specified in Rule 68 of the Federal Rules of Civil Procedure and is not to be construed as an admission of liability by Defendant City of New York or any official, employee, or agent of the City of New York, or any agency thereof, nor is it an admission that Plaintiff has suffered any damages; this offer will act to release and discharge Defendant City of New York; its successors or assigns; and all past and present officials, employees, representatives, and agents of the City of New York, or any agency thereof, other than Kevin Desormeau and Sasha Neve, from any and all claims that were or could have been alleged by Plaintiff arising out of the facts and circumstances that are the subject of this action; Plaintiff Roosevelt McCoy waives rights to any claim for interest on the amount of the judgment and agrees that payment of Five Hundred Thousand and One (\$500,001.00) Dollars, as set forth herein, within ninety (90) days of the date of acceptance of the offer shall be a reasonable time for such payment, unless Plaintiff received medical treatment in connection with the underlying claims in this case for which Medicare has provided, or will provide, payment in full or in part; If Plaintiff Roosevelt McCoy is a Medicare recipient who received medical treatment in connection with the claims in this case, the ninety (90) day period for payment shall start to run from the date Plaintiff submits to counsel for Defendant City of New York a final demand letter from Medicare; Plaintiff Roosevelt McCoy agrees to resolve any claim that Medicare may have for reimbursement of conditional payments it has made as

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secondary payer and a Medicare Set-Aside Trust shall be created, if required by 42 U.S.C. § 1395y(b) and 42 C.F.R. §§ 411.22 through 411.26 and Plaintiff Roosevelt McCoy further agrees to hold harmless Defendant City of New York and all past and present officials, employees, representatives and agents of the City of New York, or any agency thereof, other than Kevin Desormeau and Sasha Neve, regarding any past and/or future Medicare payments, presently known or unknown, made in connection with this matter.

Dated: Brooklyn, New York
November 08, 2016

Douglas C. Palmer
Clerk of Court

by: /s/ Janet Hamilton
Deputy Clerk